



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

SHERR, David M.

Serial No.: 10/635,927

Filed: August 6, 2003

For: METHOD AND SYSTEM FOR
DOCUMENTING AND
PROCESSING INTELLECTUAL
ASSETS

) Group Art Unit: 2178

) Examiner: Joshua D. Campbell

) **RESUBMISSION OF REVOCATION**
) **OF POWER OF ATTORNEY WITH**
) **NEW POWER OF ATTORNEY**
) **ET AL.**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited as first class mail with the United States Postal Service on this date 6/14/07 in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

By: 

Fern Marder

Sir:

On October 20, 2004, applicant and owner of the above-identified patent application submitted a Transmittal Letter enclosing Form PTO/SB/82 Revocation of Power of Attorney with new Power of Attorney and Change of Correspondence Address, Power of Attorney by Assignee, and Return Receipt Postcard. Copies of these documents are attached hereto as Exhibit A.

On July 20, 2005, applicant received a Notice of Recordation of Assignment Document for an assignment from Charles Schwab & Co. to David Sherr dated August 27, 2004 (see Exhibit B). This assignment had been submitted for recordation by Mr. Sherr on October 7, 2004, prior to submission of the Revocation of Power of Attorney and Power of Attorney by Assignee.

Despite applicant/assignee's timely submission of the Revocation of Power of Attorney and Change of Correspondence Address on October 20, 2004, this paper was not entered in the official papers for this application. Applicant/assignee hereby requests prompt

entry of the Revocation, Change of Correspondence Address and Power of Attorney by Assignee.

The Commissioner is hereby authorized to charge any fees associated with this communication to Deposit Account No. 04-0822.

Respectfully submitted,

DERGOSITS & NOAH LLP

Dated:

June 12, 2007

By:

Michael E. Dergosits
Michael E. Dergosits
Reg. No. 31,243

Please send all correspondence to:

Dergosits & Noah LLP
Four Embarcadero Center, Suite 1450
San Francisco, California 94111
(415) 705-6377

EXHIBIT A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

David M. She



Examiner: Unassigned

Group Art Unit: Unassigned

Serial No.: 10/635,927

TRANSMITTAL LETTER

Filing Date: August 6, 2003

For: **METHOD AND SYSTEM FOR
DOCUMENTING AND
PROCESSING INTELLECTUAL
ASSETS**

Commissioner For Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING
I hereby certify that the correspondence enclosed herein is being deposited as first class mail with the United States Postal Service on October 20, 2004, in an envelope addressed to:
Commissioner for Patents,
P.O. Box 1450, Alexandria, VA 22313-1450.
Date: October 20, 2004 By: Magdalena Blackmer
Magdalena Blackmer

Sir:

Enclosed for filing in this matter by Applicant is the Revocation of Power of Attorney With New Power of Attorney and Change of Correspondence Address and attached Power of Attorney By Assignee.

The Commissioner is hereby authorized to charge payment of any fees associated with this communication or credit any overpayment to Deposit Account No. 04-0822. A duplicate copy of this sheet is submitted.

Respectfully submitted,

DERGOSITS & NOAH LLP

Dated: October 20, 2004

By: Omar M. Farooqui
Omar M. Farooqui
Registration No. 51,666

Four Embarcadero Center, Suite 1450
San Francisco, CA 94111
(415) 705-6377 Telephone
(415) 705-6383 Facsimile

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/635,927
Filing Date	August 6, 2003
First Named Inventor	SHERR, David M.
Art Unit	2171
Examiner Name	to be assigned
Attorney Docket Number	740.02

I hereby revoke all previous powers of attorney given in the above-identified application.

☒ A Power of Attorney is submitted herewith.

OR

☐ I hereby appoint the practitioners associated with the Customer Number:

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with
Customer Number:

8685

OR

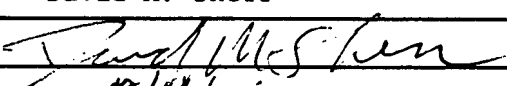
<input checked="" type="checkbox"/> Firm or Individual Name	Dergosits & Noah, LLP				
Address	Four Embarcadero Center, Suite 1450				
Address					
City	San Francisco	State	CA	Zip	94111
Country	USA				
Telephone	415-705-6377	Fax	415-705-6383		

I am the:

☒ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Name	David M. Sherr		
Signature			
Date	10/14/04	Telephone	925-631-0947

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)	Group Art Unit: 2171
)	
SHERR, David M.)	Examiner: Not Yet Assigned
)	
Serial No.: 10/635,927)	
)	POWER OF ATTORNEY BY
Filed: August 6, 2003)	ASSIGNEE
)	
For: METHOD AND SYSTEM FOR)	
DOCUMENTING AND)	
PROCESSING INTELLECTUAL)	
ASSETS)	
_____)	

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

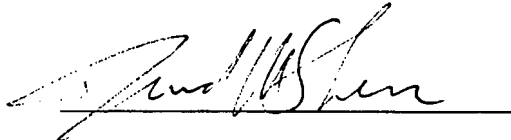
David M. Sherr, assignee of the above-identified application, by assignment dated AUGUST 27, 2004, hereby appoints the members of the firm of DERGOSITS & NOAH LLP, composed of Michael E. Dergosits (Reg. No. 31,243), Todd A. Noah (Reg. No. 35,626), Richard A. Nebb (Reg. No. 33,540), Geoffrey T. Staniford (Reg. No. 43,151), Paul K. Tomita (Reg. No. 43,196), Samuel S. Lee (Reg. No. 41,938), Omair M. Farooqui (Reg. No. 51,666), and Philip M. Shaw (Reg. No. 25,376), Four Embarcadero Center, Suite 1450, San Francisco, California 94111, (415) 705-6377, (415) 705-6383 (fax), as its attorneys with full power of substitution to prosecute this application and to transmit all business in the Patent and Trademark Office in connection therewith.

Please direct all correspondence regarding this application to the following:

Michael E. Dergosits, Esq.
Dergosits & Noah LLP
Four Embarcadero Center, Suite 1450
San Francisco, California 94111

DAVID M. SHERR

Dated: 10/11/04



Serial No. 10/635,927 File No. 748 2 By OMF

In the Matter of the Application of **DAVID M. SNEER**

Date Mailed 10-20-04

Due Date

The following has been received in the U.S. Patent Office on the date stamped hereon.

☐ Oath / Declaration

☒ Power of Attorney & Revocation of
BY ASHLEY Power of Atty.

☐ Check

☐ Deposit Account Order Form

☐ Drawings _____ sheets

☐ Informal

☐ Formal

☐ Assignment

☒ Letter (transmittal) IN DUPLICATE

☐ Information Disclosure

☐ (Prior Art) Statement

☐ Notice of Appeal

☐ Extension of Time Request

☐ Amendment / Response

☐ Affidavit

☐ Petition

☐ ITU Trademark Application

☐ Issue Fee Transmittal Form

☐ Trademark Appln. & Specimens

☐ Sec. 8 & 15 Affidavits

☐ Trademark Renewal Appln.

☐ Utility (regular) Appln.

☐ Design Patent Appln.

☐ Plant Appln.

☐ Terminal Disclaimer

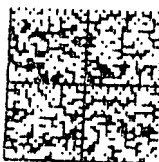
☐ PCT Appln.

☐ Small Entity Declaration

☒ Certificate of Mailing

☐ Express Mail Certificate

☐ Other _____



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MAILED FROM ZIP CODE 94111

\$ 000.270

DERGOSITS & NOAH LLP
FOUR EMBARCADERO CENTER, SUITE 1450
SAN FRANCISCO, CALIFORNIA 94111

EXHIBIT B



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 20, 2005

PTAS

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DERGOSITS & NOAH LLP
FOUR EMBARCADERO CENTER, SUITE 1450
SAN FRANCISCO, CA 94111

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/12/2004

REEL/FRAME: 016286/0359
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CHARLES SCHWAB & CO.

DOC DATE: 08/27/2004

ASSIGNEE:

DAVID SHERR
1837 ST. ANDREWS DRIVE
MORAGA, CALIFORNIA 94556

SERIAL NUMBER: 10635927

FILING DATE: 08/06/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: METHOD AND SYSTEM FOR DOCUMENTING AND PROCESSING INTELLECTUAL ASSETS

DOROTHY WILLIAMS, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

REC-700170345
10-15-2004

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To the Assistant Commissioner of

102860309... original documents or copy thereof.

ID:DERGOSITS & NOAH LLP PAGE:003 R=34%

10/12/04

10-15-2004

OMB No. 0651-0011 (exp. 4/94)

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To the Assistant Commissioner of

102860309

... original documents or copy thereof.

1. Name of conveying party(ies):
Charles Schwab & Co.Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: David SherrInternal Address: 1837 St. Andrews DriveMoraga, CA 94556Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: August 27, 20044. Application number(s) or patent number(s): 10/635,927, filed August 6, 2003
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dergosits & Noah LLP

Internal Address: _____

Four Embarcadero Center, Suite 1450San Francisco, California 941116. Total Number of applications and patents involved: 17. Total fee (37 CFR 3.41)\$ 40.00☒ Enclosed☒ Authorized to charge any insufficiency of the enclosed amount to the depositStreet Address: Four Embarcadero CenterSuite 1450City: San Francisco State: CA Zip: 94111

8. Deposit account number:

04-0822

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Omar M. Farooqui, Reg. No. 51,666

Name of Person Signing

Signature

October 7, 2004

Date

Total number of pages including cover sheet, attachments, and document: 6

Attorney Docket No. 740.02

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation, Director U.S. Patent and Trademark Office,
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT RIGHTS ASSIGNMENT AGREEMENT

This patent rights assignment agreement ("Assignment") is entered into the 27th day of August 2004 ("Effective Date") by and between Charles Schwab & Co., a California corporation having offices at 2001, California, ZIP ("Assignor") and David Sherr, an individual having a principal residence at 1837 S. Melrose California, ZIP ("Assignee").
Moraga 94556

NOW THEREFORE, the parties agree as follows:

1. Definitions

1.1 "Product(s)" mean any apparatus, device, system, product, article, appliance, method or process covered by an issued, valid, enforceable and unexpired claim, or pending claim, of the Patent Rights.

1.2 "Patent Rights" mean U.S. Patent App. Serial No. 10/635,927 entitled METHOD AND SYSTEM FOR DOCUMENTING AND PROCESSING INTELLECTUAL ASSETS, filed on August 6, 2003, and all PCT, foreign applications and patents, continuations, continuations-in-part, divisions, reexaminations, reissues, substitutes, renewals, extensions and supplementary protection certificates related thereto.

1.3 "Term" means the period of time commencing upon the Effective Date and ending upon the last to expire of the Patent Rights.

2. Assignment

2.1 Assignor hereby sells, assigns and transfers to Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest, both legal and equitable, throughout the world, in the Patent Rights, including Assignor's rights to any and all improvements therefrom. This assignment includes any rights of Assignor to sue for and retain past, present, and future damages and seek other remedies for past or future patent infringement of the Patent Rights or other rights that Assignor may have been able to assert against other parties under or related to the Patent Rights before or after the Effective Date.

2.2 Assignor shall provide all pertinent facts, documents, and things relating to the Patent Rights as may be known or accessible to Assignor. Assignor agrees to use reasonable efforts to store and preserve documentary evidence (including correspondence records, laboratory notebooks, and photographic images) in Assignor's possession or control at least until the later of: (a) six years after all of the Patent Rights have expired; or (b) all the Patent Rights have been held invalid or unenforceable in a court of appropriate jurisdiction and all rights of appeal have been exhausted.

2.3 Assignor agrees to promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Patent Rights.

2.4 Assignee may assign some or all of Assignee's rights under this Assignment to one or more third parties upon written consent of Assignor. Each such assignment shall include provisions substantially identical to this Assignment and shall make reference to this Assignment. Assignee agrees to forward to Assignor a copy of any and all fully executed assignments relating to this Assignment.

2.5 Assignee hereby grants to Assignor, its parent and their respective divisions, affiliates, joint ventures, and subsidiaries, existing now or in the future, a non-exclusive, non-transferable, royalty free license to practice the Patent Rights.

2.6 Nothing herein shall be construed as granting Assignee, by implication, estoppel or otherwise, any license or any right to any intellectual property owned, controlled by and/or invented by Assignor or any of the inventors of the Patent Rights, or to grant Assignee any right other than those expressly granted herein.

3. Consideration from Assignee

3.1 Assignee shall pay to Assignor _____ on the Effective Date.
Upon issuance of a patent related to the Patent Rights, the Assignee shall pay to Assignor _____

3.4 Assignee shall pay to Assignor _____ Percent _____ of gross revenues of Products and licenses related to the Patent Rights by Assignee or its affiliates in each year of the five (5) years starting in the first year that annual gross revenues are _____ or more. Total royalty payments shall not exceed _____ . Royalty payments are due regardless of whether or not a patent issues related to the Patent Rights.

5. Representations and Warranties

5.1 Assignor represents and warrants that:

- (a) Assignor has sole right, title and interest in and to the Patent Rights;**
- (b) no assignment, sale, transfer, agreement or encumbrance has been or will be made or entered into by Assignor which would conflict with the terms of this Assignment; and**
- (c) Assignor has the requisite power and authority to execute and perform this Assignment.**

5.2 Nothing in this Assignment shall be construed as:

- (a) a warranty or representation by Assignor as to the validity or scope of any of the Patent Rights;**
- (b) a warranty or representation that anything made, used, sold or otherwise disposed of under this Assignment will or will not infringe patents of third parties; or**
- (c) an obligation to furnish any know-how not provided in the Patent Rights or any services other than those specified in this Assignment.**

5.3 ASSIGNOR MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO MANUFACTURE, USE, SALE, OR OTHER DISPOSITION BY ASSIGNEE, ITS AFFILIATES, SUBLICENSEES, VENDEES OR OTHER TRANSFEREES OF PRODUCTS INCORPORATING OR MADE BY USE OF INVENTIONS ASSIGNED HEREUNDER.

5.4 Assignee represents and warrants that it has the requisite power and authority to execute and perform this Assignment.

9. Miscellaneous

9.1 Any provision of this Assignment that is prohibited, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

9.2 This Assignment shall be governed by and construed in accordance with the laws of the state of California, without regard to its choice-of-law rules except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted. The parties agree to submit to the jurisdiction of the state and federal courts of San Francisco, California.

9.3 The failure of any party to enforce or demand performance of any term, condition or right of this Assignment shall not be deemed a waiver of any said term, condition or right or any other term, condition or right or excuse a similar subsequent failure to perform any term, condition or right by the other party. A waiver may only be executed in writing and signed by the party granting such waiver.


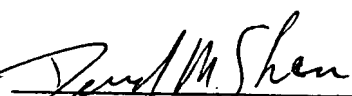
9.4 This Assignment is binding upon and shall inure to the benefit of the parties hereto and their legal representatives, administrators, and permitted successors and assigns of Assignor and Assignee and such representations, warranties, covenants and undertakings shall not be construed as conferring any rights on any other party.

9.5 This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A party's signature may be transmitted by facsimile, thereby constituting a signed and delivered document.

9.7 No amendment or modification to this Assignment shall be effective unless in writing and signed by both parties.

9.8 This Assignment sets forth the entire agreement and understanding between the parties as to the Patent Rights and merges and supersedes all prior discussions, proposals, offers and agreements, if any, with respect to the subject matter of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment by their duly authorized officers and representatives, effective as of the Effective Date.

CHARLES SCHWAB & CO.	DAVID SHERR
Signature 	Signature 
Name: <u>YUSUF CASSIM</u>	Name <u>David M Sherr</u>
Title: <u>VP AGC</u>	Title _____
Date <u>8/27/04</u>	Date <u>8/27/04</u>